

## **INSTRUCTIONS FOR NASA FORM 778**

1. The December 1984 or successor editions of this form must be used for contract subject to the Federal Acquisition Regulation and the NASA FAR Supplement.
2. Editions of this form dated prior to December 1984 must be used for contracts subject to the NASA Procurement Regulation.

Pursuant to the terms of Contract No. \_\_\_\_\_ and in consideration of the sum of (*Total amounts paid and payable*) \_\_\_\_\_

Dollars (\$ \_\_\_\_\_), which has been or is to be paid under said contract to *(Contractor name and address)*

any, the Contractor upon payment of the said sum by the United States of America (hereinafter called the Government), does hereby remise, release, and discharge the Government, its officers, agents and employees from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract, except:

A. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the

Contractor, as follows (If none, so state): \_\_\_\_\_

B. Claims, together with reasonable expenses incident thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of said contract, which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Contracting Officer within the time period specified in said contract.

C. Claims for reimbursement of costs including reasonable expenses incident thereto, incurred by the Contractor under the terms of the said contract relating to patents.

D. If the contract includes the clause "Additional Data Requirements," claims pursuant to such clause when, within the three-year period after acceptance under the contract, the Contracting Officer requests in writing that the Contractor furnish such data.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the terms of the said contract, including without limitation, those terms relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.

The Contractor further agrees that payments on account of claims not released as set forth above shall be subject to adjustment in accordance with the "Allowable Cost and Payment" clause, if such clause is included in the contract.

IN WITNESS WHEREOF, this release has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

WITNESSES

(Contractor)

BY

TITLE

(NOTE: In the case of a corporation, witnesses are not required, but the certificate below must be completed.)

# CERTIFICATE

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
(Official title)

of the corporation named as Contractor in the foregoing release; that \_\_\_\_\_

who signed said release on behalf of the Contractor was then \_\_\_\_\_ of  
(Official title)

said corporation; that said release was duly signed for and on behalf of its governing body and is within the scope of its corporate powers.

(CORPORATE SEAL)